

C O N T R A C T

Between

Madison Borough
BOROUGH OF MADISON, MADISON, NEW JERSEY

and

LOCAL UNION NO. 866, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA

for

ALL EMPLOYEES EMPLOYED BY THE BOROUGH OF MADISON, MADISON, NEW JERSEY, IN THE WATER, SANITATION, ROADS AND PARKS, MECHANICAL SERVICE, ENGINEERING, AND ELECTRIC DEPARTMENTS CLASSIFIED AS:

TRUCK DRIVERS, EQUIPMENT OPERATORS, FOREMAN, ASSISTANT FOREMAN, MECHANICS, METER READER, CUSTOMER SERVICEMAN, STATION OPERATOR, LINE FOREMAN, LINEMEN, GROUNDSKEEPER, BUILDING CUSTODIAN, METER TESTER, BUT EXCLUDING OFFICE CLERICAL, CRAFT AND PROFESSIONAL EMPLOYEES, MANAGERIAL EXECUTIVES, FIREMEN, POLICEMEN AND SUPERVISORS WITHIN THE MEANING OF THE ACT.

10222

X FOR THE TERM COMMENCING JANUARY 1, 1986
AND ENDING DECEMBER 31, 1988

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ARTICLE IV

RATES OF PAY

1. Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and Rate of Pay in the Schedules which are attached hereto and made part of this Agreement. Foremen shall not perform work of any other classification except as follows:

- (a) Under emergency conditions, or
- (b) According to present practice in the Mechanical Service Department, or
- (c) In the absence from work of regular employees.

2. Longevity Pay shall be considered as part of base wages, for the purpose of computing overtime, holiday pay, vacation pay, sick pay, retirement and any other benefits.

Entitlement of longevity is based on the employee's initial date of hire as follows:

After 5 full years of service...\$100/Year
After 10 full years of service...\$200/Year
After 15 full years of service...\$300/Year
After 20 full years of service...\$400/Year
After 25 full years of service...\$500/Year
After 30 full years of service...\$600/Year

3. Any position not covered by the attached Schedules or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Borough and the Union. The employer maintains the right to create a new classification and rate of pay for that position, after which, in the event of dispute between the Union and the employer regarding such classification and rate of pay, such dispute shall be submitted to grievance procedure for settlement, and if the parties cannot agree, to arbitration.

4. The Borough agrees to pay wages earned on a bi-weekly basis which will include wages for overtime hours. Payday shall be Friday in accordance with the following Schedule:

The work week shall commence at 12:01 a.m. Monday and end 12:00 midnight the following Sunday. Wages will be calculated bi-weekly for all straight and overtime hours indicated on time cards to be presented not later than Monday a.m., following the bi-weekly period. Payment of wages earned in that bi-weekly period will be paid on Friday following the bi-weekly period reported. Employees will be paid during a.m. work hours. When payday falls on a Holiday, then the preceding day will be payday.

OTHER SCHEDULES contd.)

Building Custodian - 3:30 p.m. to 12:00 midnight (with one half hour lunch period without pay) Monday through Friday.

It is understood that these working hours are subject to change if operating conditions make this necessary.

STATION OPERATOR: Station Operators will work a daily schedule of 7:30 a.m. to 4:00 p.m., Monday through Friday, with a one-half (1/2) hour staggered lunch period (without pay):

One man - 12:00 a.m. to 12:30 p.m.

One man - 12:30 p.m. to 1:00 p.m.

SATURDAY: One man from 8:00 a.m. to 10:00 a.m., at one and one-half (1-1/2) times the regular rate.

SUNDAY: One man from 8:00 a.m. to 10:00 a.m. at two (2) times the regular rate. Minimum Sunday callout provisions of ARTICLE VI do not apply.

HOLIDAYS: One man each Holiday from 8:00 a.m. to 10:00 a.m. The Station Operator who works on a Holiday shall receive, in addition to Holiday pay, one and one half (1-1/2) times his straight time hourly rate for a minimum of four hours except for Christmas and New Years Day when all hours worked shall be at double time. All hours worked in excess of four hours shall be paid at one and one half (1-1/2) times the rate for actual hours worked except on Christmas and New Years Day when pay shall be at double time.

SPECIAL SUMMER WORK SCHEDULE: The hours of work for the Electric Department from June 1st through September 30th will be 7:00 a.m. to 3:30 p.m. with one half (1/2) hour for lunch.

The following additional conditions shall apply to all employees covered by this Agreement:

1. The Borough shall allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) or more hours and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The Borough shall allow employees sufficient time to return to the Garage or to the Water and Electric Plant to eat their lunches.

The Borough shall also allow a paid coffee break once during each four (4) hour period.

PREMIUM PAY (contd.)

rate for actual hours worked.

3. Employees called in to work on Sunday shall be given a minimum pay of four (4) hours at double their regularly hourly rate of pay. For all hours worked on Sunday beyond the four (4) hours minimum the employee shall receive double his regular straight time rate for all hours worked.

4. Two (2) times the straight time hourly rate of pay shall be paid for all hours worked after the normal quitting time as defined in ARTICLE V on Christmas and New Years eves.

5. Employees called in to work on Saturday, or following the regular scheduled day's work Monday through Friday, shall be guaranteed a minimum pay of two (2) hours at one and one-half (1-1/2) times the straight time hourly rate of pay. The minimum call-in guarantee of two (2) hours does not apply when early start hours are scheduled.

6. When a water survey project requires evening hours for four (4) or more days, the employees involved shall be paid a time and one half rate for this evening work as a differential for changing their hours to the evening shift.

7. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work.

8. Standby pay shall be paid each week to Utility and Public Works employees scheduled for Standby, which shall be equal to twelve (12) hours pay at the employee's straight time rate. Standby pay shall be paid each week to the Station Operator employee scheduled for Standby, which shall be equal to twelve (12) hours pay at the employee's straight time rate.

9. Employees on Standby need not remain at home, however, they shall leave a telephone number whereby on callout they can readily be reached so that they can arrive at the destination within one-half (1/2) hour. This Standby provision applies to all departments.

10. There shall be two employees only from the Electric department selected to serve on Standby each week. The First Class Lineman or Foreman on Standby will be the first man called out on all calls listed below:

1. Poles hit by vehicles.
2. Wires burning in trees.
3. Any wire that has fallen to ground.
4. Traffic lights, lamp replacement.
5. Check out calls when one customer is without power.

11. There shall be one Station Operator from the Water

ARTICLE VIII

VACATIONS

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

<u>Period of Employment</u>	<u>Vacation</u>
0-1 year of service	One day for each full month worked up to a maximum of ten (10) work days
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks
20 years service	21 days
21 years service	22 days
22 years service	23 days
23 years service	24 days
24 years service	5 weeks

1. In the matter of five (5) weeks vacation allowance, it is agreed that in an emergency an employee entitled to five (5) weeks vacation may be requested, at the option of the Borough, to work one week of his vacation period if the need for his service demands it and he must accede to such a request unless he has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his family, or a legal matter or a matter of personal business requiring his presence.) In such cases the employee shall receive vacation pay as well as his regular pay for the week in which he works and shall be granted four (4) consecutive weeks vacation whenever possible.

2. In the matter of four (4) weeks vacation allowance, it is agreed that in an emergency an employee entitled to four (4) weeks vacation may be requested, at the option of the Borough, to work one week of his vacation period if the need for his service demands it and he must accede to such a request unless he has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his family, or a legal matter or a matter of personal business requiring his presence.) In such cases the employee shall receive vacation

VACATIONS (contd.)

men in each classification it can spare at any one time during the vacation season. The number of men allowed to take a vacation in any particular week in each classification within a department is subject to review and discussion between the Shop Steward and the Department Head.

12. If while on vacation an employee is hospitalized, at the employee's option the vacation may be cancelled in place of sick benefits. The remaining vacation period will be rescheduled upon return to work by agreement with the Department Head.

ARTICLE IX

FUNERAL LEAVE

In the event of a death in the immediate family of an employee or the death of a relative who resides with the employee, the Council, represented by the Borough Administrator, will grant a three day leave of absence, with pay, to the employee.

Immediate family shall be construed as meaning and including wife, husband, child, father, father-in-law, mother, mother-in-law, sister or brother. For all other relatives a one day leave, with pay, will be granted.

ARTICLE X

JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he/she will be paid his/her regular daily earnings for such times as he is required to be in attendance in Court.

ARTICLE XI

MILITARY LEAVE

1. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

2. An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

ARTICLE XIV

HEALTH CARE INSURANCE PROGRAM

1. All employees represented by Teamsters Local 866 will be eligible to participate in the State Health Benefits Program. The Borough shall bear the cost of full coverage for each employee, together with his applicable dependents, in the bargaining unit.

2. Effective April 1, 1986 a pre-paid Dental Plan covering employees and their eligible dependents shall be purchased with a maximum employer contribution of \$250 per each employee that elects coverage.

ARTICLE XV

PENSION PROGRAM

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

ARTICLE XVI

SENIORITY

1. The first sixty (60) calendar days of employment shall constitute a trial period. The Borough shall have the right to discharge a newly hired employee during the trial period without assigning any reason for the discharge and such employee shall not have any recourse whatsoever under the Grievance Procedure.

2. Seniority for the purpose of this Agreement is defined as follows:

- (a) Bargaining unit Seniority is the employee's total employment service within the bargaining unit and is determined by the date the employee enters the bargaining unit.
- (b) Classification Seniority is the employee's employment service within a particular classification. Classification Seniority is determined by the date the employee enters the classification.
- (c) Departmental Seniority is the employee's employment service within a particular department. Departmental Seniority is determined by the date the employee enters the department.

Employees shall have preference to employment, recall

PROMOTIONS, DEMOTIONS AND TRANSFERS (contd.)

then the job shall be offered to the most senior qualified employee who bids from within the bargaining unit. If no such employee exists, then the Borough may hire outside for the job

5. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to thirty (30) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his former position without any loss of seniority or pay.

6. Any employee at the top of a salary range who is promoted to a higher range shall be granted a step increase in that range after six (6) months of satisfactory work.

A R T I C L E X I X

LAYOFFS AND RECALL

1. The Borough may lay off employees only due to a permanent lack of work.

2. In such event employees may be laid off in the order of least bargaining unit seniority within their respective department and classification.

3. Notice of such layoffs shall be given one (1) month before the scheduled layoff.

4. Any employee laid off shall be placed on the recall list for a period of one year.

5. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall.

6. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.

A R T I C L E X X

DISCHARGE AND DISCIPLINE

1. The Borough shall not discharge, discipline or suspend any employee without just cause.

SAFETY AND PROTECTIVE CLOTHING (contd.)

SUMMER

3 Pants and 3 Shirts
(2 changes per week)

WINTER

3 Pants and 3 Shirts
2 Jackets
1 Hat
(2 changes per week)

The uniforms will be made from 100% cotton material.

In addition to the above uniforms, the Borough will supply each member of the Water, Light and Sewer Departments with one pair of coveralls.

Employees in the Mechanical Service Department will receive four (4) pants and four (4) shirts in Summer and Winter, permitting three changes a week.

Employees will not be required to wear uniforms other than their own.

Safety flashing lights shall be conspicuously mounted on all motorized equipment.

The Borough shall make available clean and adequate wash, toilet and locker facilities.

3. The Borough will reimburse each employee up to a maximum of \$50.00 per year toward the purchase of a pair of safety shoes, (non-skid shoes or shoes with steel toes) subject to the following conditions:

- (a) A determination by the Borough that new shoes are needed.
- (b) Presentation by the employee of a receipt evidencing purchase of the shoes by the employee.

A R T I C L E X X I I I

OTHER CONDITIONS

Truck Drivers and Equipment Operators shall continue present practices related to changing tires, fixing flats, lubrication of and changing the oil on any vehicle.

Borough employees shall not be required to perform work on contractor's equipment.

Volunteer Firemen shall be allowed to attend to emergency duties without loss of pay.

A R T I C L E XXV

NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Union will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Employer may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Employer agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Union, its officers and agents shall not be held liable for any such unauthorized acts.

A R T I C L E XXVI

MANAGEMENT FUNCTIONS AND RESPONSIBILITIES

Except as modified by this Agreement, the Borough of Madison shall retain all of the rights and functions of management, including the right to manage and operate its facilities; to sub-contract; direct the working forces; hire transfer, suspend, discipline or discharge employees for cause; or lay off employees for lack of work; the right to introduce new and improved methods of operation, install new facilities and change existing methods or facilities.

A R T I C L E XXVII

SHOP STEWARDS

1. The Borough recognizes the right of the Union to designate two (2) Shop Stewards or Alternates.

2. The authority of Shop Stewards or Alternates so designated by the Union, shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances.
- (b) The collection of dues and initiation fees when authorized by appropriate Local Union action.

NON-DISCRIMINATION (contd.)

membership or non-membership in any church, society or fraternity.

A R T I C L E X X X I

POLYGRAPH TESTS

The Borough shall not require an employee or applicant for employment to take a polygraph or any other form of lie detector test.

A R T I C L E X X X I I

MAINTENANCE OF STANDARDS

The agreed to minimum manning schedule is shown below:

Snow plowing	2 men per truck
Air Compressors	2 men
Leaf Vacum Pickup	3 men in gang
Snow Loader	2 men
Snow Payloading	2 men
Sewer Cleaning Machine (Sewer Rodder)	3 men
Road Salter, Sander	2 men
Bucket Truck, when Bucket is being used	2 men

Meter Readers: Hazardous conditions should be inspected and reported to department head. Removal or correction of hazardous conditions must be ordered by the department head.

A R T I C L E X X X I I I

PERSONAL DAYS

1. Each employee shall be allowed two(2) days of personal leave per calendar year with full pay. When used these days shall be charged against the employee's sick time unless an employee with at least one (1) year of service used three (3) or less sick days in the previous year. In this case, and in this case only, the employee shall receive these two (2) personal days without any charge to sick time.

2. A personal day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal days cannot be used in connection with a Holiday and must be taken one at a time.

3. Whenever possible, an employee shall submit notice forty-eight (48) hours in advance to his or her supervisor of his or her intention to use a personal day.

DATE OF EMPLOYMENT	NAME	JOB TITLE AS OF 1/1/86	BASE SALARY AS OF 1/1/86	LONGE- VITY	TOTAL	BASE SALARY AS OF 1/1/87	LONGE- VITY	TOTAL	BASE SALARY AS OF 1/1/88	LONGE- VITY	TOTAL
<u>ROADS</u>											
01/04/72	Allocca, A.	Truck Driver	22,858	200	23,058	24,358	200 (1/4/87)	24,558 24,658	25,698	300	25,998
06/18/73	Allocca, T.	Truck Driver	22,858	200	23,058	24,358	200	24,558	25,698	200 300 (6/18/88)	25,998 25,998
01/03/84	Davis, F. Jr.	Truck Driver	20,687 21,410 (1/3/86)		20,687 21,410	22,910 23,634 (1/3/87)		22,910 23,634	24,934 25,698 (1/3/88)		24,934 25,698
D6/09/58	Doherty, J. P.	Equip. Operator	28,003	500	28,503	29,503	500	30,003	31,126	500 600 (6/9/88)	31,626 31,726
12/10/73	Losavio	Equip. Operator	28,003	200	28,203	29,503	200	29,703	31,126	200 300 (12/10/88)	31,326 31,426
02/11/57	Matello, J. J.	Assist. Foreman	29,549	500	30,049	31,049	500 600 (2/11/87)	31,549 31,649	32,757	600	33,357
04/14/52	Marano, J.	Work. Foreman	33,739	600	34,339	35,239	600	35,829	37,177	600	37,777
06/16/80	Price, A.	Truck Driver	22,858	100	22,958	24,358	100	24,458	25,698	100	25,798
01/03/84	Rhodes, A.	Truck Driver	20,687 21,410 (1/3/86)		20,687 21,410	22,910 23,634 (1/3/87)		22,910 23,634	24,934 25,698 (1/3/88)		24,934 25,698
10/14/80	Sodano, J.	Truck Driver	22,858	100	22,958	24,358	100	24,458	25,698	100	25,798
01/04/72	Spriggs, A.	Equip. Dperator	24,378 25,586 (4/10/86)	200	24,578 25,786	27,087 28,295 (4/10/87)	300 (1/4/87)	27,386 28,595	29,851 31,126 (4/10/88)	300	30,151 31,426

DATE OF EMPLOYMENT	NAME	JOB TITLE AS OF 1/1/86	BASE SALARY AS OF 1/1/86	LONGE- VITY	TOTAL	BASE SALARY AS OF 1/1/87	LONGE- VITY	TOTAL	BASE SALARY AS OF 1/1/88	LONGE- VITY	TOTAL
<u>MECHANICAL SERVICE</u>											
04/23/73	Finelli, M.	Work. Foreman	32,183 33,900 (12/86)	200	32,383 34,100	35,400	200	35,600	37,347	200 300 (4/23/88)	37,547 37,647
10/27/80	Rocco, S.	Mechanic	25,359 26,241 (12/86)	100	25,459 26,341	27,741 28,622 (12/87)	100	27,841 28,722	30,196 31,560 (12/88)	100	30,296 31,660
05/17/71	Serillo, M.	Mechanic	28,415	200 300 (5/17/86)	28,615 28,715	29,915	300	30,215	31,560	300	31,860
<u>BUILDINGS</u>											
01/08/62	Esposito, A.	Head Custodian	22,858	400	23,258	24,358	400 500 (1/8/87)	24,758 24,858	25,698	500	26,198
01/03/84	Lysstianto, G.	Custodian	18,563		18,563	20,063		20,063	21,166		21,166
<u>UTILITIES - WATER</u>											
01/24/77	DeBlasse, S.	Utility Man	25,586	100	26,686	27,086	100 200 (1/24/87)	27,186 27,286	28,576	200	28,776
01/22/79	DeBlasse, T.	Utility Man	24,378 25,586 (1/2/86)	100	24,478 25,686	27,086	100	27,186	28,578	100	28,676
07/27/70	LoSapio, P.	Sta. Operator	22,858	300	23,158	24,358	300	24,658	25,698	300	25,998

PROGRESSION SCHEDULE

Effective January 1, 1986

JOB TITLE	ENTRANCE RATE	AFTER ONE FULL YRS. SERVICE	AFTER TWO FULL YRS. SERVICE	AFTER THREE FULL YRS. SERVICE	AFTER FOUR FULL YRS. SERVICE	AFTER FIVE FULL YRS. SERVICE	AFTER SIX FULL YRS. SERVICE
Custodian, Laborer Meter Reader	15,000	15,464	15,928	16,803	17,683	18,563	
Truck Driver, Head Custodian Station Operator	18,831	19,961	20,687	21,410	22,134	22,858	
Utility Man	20,000	21,057	22,113	23,169	24,378	25,586	
Equipment Operator	23,000	23,689	24,378	25,586	26,795	28,003	
Mechanic	23,000	24,179	25,359	26,241	27,122	28,415	
Working Foreman - Parks & Roads	28,339	30,180	32,021	33,739			
Working Foreman - Mechanical Service & Sanitation	28,500	30,341	32,183	33,900			
Lineman 2nd Class	20,283	21,569	22,858	24,145	25,839	27,126	28,415

JOB TITLES WITHOUT SALARY RANGE

1) Assistant Foreman	\$29,549
2) Senior Meter Reader	21,614
3) Customer Serviceman	26,470
4) Lineman 1st Class	29,699
5) Chief Lineman	30,676
6) Foreman, Electric Utility	34,129

PROGRESSION SCHEDULE

Effective January 1, 1988

JOB TITLE	ENTRANCE RATE	AFTER ONE FULL YEAR SERVICE	AFTER TWO FULL YRS. SERVICE	AFTER THREE FULL YRS. SERVICE	AFTER FOUR FULL YRS. SERVICE	AFTER FIVE FULL YRS. SERVICE	AFTER SIX FULL YRS. SERVICE
Custodian, Laborer Meter Reader	17,408	17,897	18,387	19,310	20,238	21,166	
Truck Driver, Head Custodian Station Operator	21,449	22,428	23,407	24,170	24,934	25,698	
Utility Man	22,683	23,798	24,912	26,026	27,301	28,576	
Equipment Operator	25,848	26,574	27,301	28,576	29,851	31,126	
Mechanic	25,848	27,091	28,336	29,267	30,196	31,560	
Working Foreman - Parks & Roads	31,480	33,422	35,365	37,177			
Working Foreman - Mechanical Service & Sanitation	31,650	33,592	35,536	37,347			
Lineman 2nd Class	22,981	24,338	25,698	27,055	28,843	30,200	31,560

JOB TITLES WITHOUT SALARY RANGE

1) Assistant Foreman	\$32,757
2) Senior Meter Reader	24,385
3) Customer Serviceman	29,508
4) Lineman 1st Class	32,915
5) Chief Lineman	33,946
6) Foreman, Electric Utility	37,589